

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: MARCH 15, 2006

Division: TDC

Bulk Item: Yes X No

Department:

Staff Contact Person: Maxine Pacini

AGENDA ITEM WORDING:

Approval to advertise a Request for Qualifications for a Monroe County Cultural Umbrella

ITEM BACKGROUND:

Current Agreement expires on September 30, 2006.

TDC to approve same at their meeting of March 2, 2006

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

New Request for Qualifications

STAFF RECOMMENDATIONS:

Approval

TOTAL COST: \$

BUDGETED: Yes X No


COST TO COUNTY: \$

SOURCE OF FUNDS: TDC

REVENUE PRODUCING: Yes X No AMOUNT PER MONTH Year

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL:


(Lynda Stuart)

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM #

**MONROE COUNTY BOARD OF COUNTY
COMMISSIONERS
REQUEST FOR QUALIFICATIONS
CULTURAL UMBRELLA**

MONROE COUNTY TOURIST DEVELOPMENT COUNCIL

Mr. Michael Ingram, Chairman
Mr. Matthew Babich
Mr. Todd Firm
Ms. June Helbling
Mayor Charles 'Sonny' McCoy
Mayor Morgan McPherson
Mr. Robert Padron
Mr. Scott Simmons
Ms. Christina Weinhofer

Marketing Director
Harold Wheeler

All responses submitted to this solicitation should be addressed to and received no later than 3:00 p.m., April 25, 2006 at:

Purchasing
Monroe County, Florida
1100 Simonton Street, 1st Floor, Room 1-213
Key West, Florida 33040

Attention: REQUEST FOR QUALIFICATIONS: CULTURAL UMBRELLA

NOTICE OF CALLING FOR QUALIFICATIONS

NOTICE IS HEREBY GIVEN TO PROSPECTIVE RESPONDERS that on April 25, 2006 at no later than 3:00 p.m. The Monroe County Purchasing Office will receive sealed responses for the following:

Request for Qualifications – A County Wide Cultural Umbrella for Monroe County

Specifications and Qualification Documents may be requested from DemandStar by Onvia by calling 1-800-711-1712 or by going to the website at www.demandstar.com All questions pertaining this solicitation regarding the Request for Qualifications should be directed to the Administrative Office of the Tourist Development Council, (305) 296-1552. Any addenda to this Request for Qualifications (RFQ) shall be distributed to vendors on the list of Demandstar distributees for this RFQ.

All responses must be received by the Monroe County Purchasing Office on or before 3:00 p.m. on April 25, 2006. No waivers shall be allowed for responses which have not been submitted to the County Purchasing Department by 3:00 p.m. on the deadline date.

Responders must submit two (2) signed originals and thirteen (13) complete copies of each response in a sealed envelope clearly marked on the outside: "Sealed Qualifications for Request for Qualifications for a County Wide Cultural Umbrella for Monroe County", addressed and delivered to:

Purchasing Office, 1100 Simonton Street, Room 1-213, Key West, Florida 33040

All responses must remain valid for a period of ninety (90) days. The Board will automatically reject the response of any person or affiliate who appears on the convicted vendor list prepared by the Department of General Services, State of Florida, under Section 287.133(3)(d), F.S. (1997).

Contract award will be by the Monroe County Board of County Commissioners to the entity whose response is deemed by the BOCC, upon recommendation of the Monroe County Tourist Development Council, to be in the best interest of Monroe County.

Dated at Key West, Florida, this _____ day of _____, 2006.

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SECTION ONE INSTRUCTION TO RESPONDENTS

1.01 DESCRIPTION

The Respondent awarded a contract shall provide Cultural Umbrella services for Monroe County. The contract will provide for a not-for-profit organization to act as a County wide Cultural Umbrella to make recommendations to the Tourist Development Council (TDC) and Board of County Commissioners (BOCC) concerning funding for Tourism related Cultural activities for Monroe County.

1.02 COPIES OF RESPONDING DOCUMENTS

- A. Only complete sets of Responding Documents will be issued and shall be used in preparing responses. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.
- B. Complete sets of Responding Documents may be obtained in the manner and at the location stated in the Notice of Calling for Qualifications.

1.03 PROPOSAL REQUIREMENTS

Two (2) original responses, marked "Original" and thirteen (13) copies marked "Copy" [fifteen (15) complete packages] of the proposal setting forth qualifications must be received.

1.04 DISQUALIFICATION OF RESPONDENTS

- A. **NON-COLLUSION AFFIDAVIT:** Any person submitting a response to this invitation must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the Responders, the response of all participants in such collusion shall be rejected, and no participants in such collusion will be considered in future responses for the same work.
- B. **PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response/bid on a contract to provide any goods or services to a public entity, may not submit a response/bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit response/bids on leases or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Category Two: \$10,000.00
- C. **DRUG-FREE WORKPLACE FORM:** Any person submitting a response or proposal in response to this invitation must execute the enclosed DRUG-FREE

WORKPLACE FORM and submit it with his response or proposal. Failure to complete this form in every detail and submit it with your response or proposal may result in immediate disqualification of your response.

1.05 EXAMINATION OF RFQ DOCUMENTS

- A. Each **Respondent** shall carefully examine the RFQ and other contract documents, and inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the contract. Ignorance on the part of the RESPONDENT will in no way relieve him of the obligations and responsibilities assumed under the contract.
- B. Should a **Respondent** find discrepancies or ambiguities in, or omissions from, the specifications, or should he be in doubt as to their meaning, he shall at once notify the COUNTY.

1.06 INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

No oral interpretations will be made to any Respondent as to the meaning of the contract documents. Any inquiry or request for interpretation received seven (7) or more days prior to the date fixed for opening of responses will be given consideration. All such changes or interpretation will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Respondents prior to the established response opening date. Each Respondent shall acknowledge receipt of such addenda in the space provided therefore in the response form. In case any Respondent fails to acknowledge receipt of such addenda or addendum, his response will nevertheless be construed as though it had been received and acknowledged and the submission of his response will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents and each Respondent will be bound by such addenda, whether or not received by him. It is the responsibility of each Respondent to verify that he has received all addenda issued before responses are opened.

1.07 GOVERNING LAWS AND REGULATIONS

The Respondent is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work.

1.08 PREPARATION OF RESPONSES

Signature of the Respondent: The Respondent must sign the response forms in the space provided for the signature representing a not-for-profit organization. As the Respondent is a corporation, the title of the officer signing the response on behalf of the corporation must be stated along with the corporation seal stamp and evidence of his authority to sign the response

must be submitted. The Respondent shall state in the response the name and address of each person interested therein.

1.08.1 SUBMISSION OF RESPONSES

- A. Two (2) signed originals and thirteen (13) copies of each response shall be submitted.
- B. The response shall be submitted in a sealed envelope, which shall be marked so as to clearly indicate its contents and the name of the Respondent. If forwarded by mail, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated in the Notice of Calling for Qualifications, and preferably by special delivery, registered mail; if forwarded otherwise than by mail, it shall be delivered to the same address. Responses will be received until the date and hour stated in the Notice of Calling for Qualifications.
- C. Each Respondent shall submit with his response the required evidence of his qualifications and experience, as outlined in Article 1.04.

1.09 CONTENT OF SUBMISSION

The bid submitted in response to this RFP shall be printed on 8-1/2" x 11" white paper; shall be clear and concise and provide the information requested herein. The response shall be bound and tabbed. Statements submitted without the required information will not be considered. Proposals shall be organized as indicated below. The bidder should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration. Each Respondent must submit adequate documentation to certify the Respondent's compliance with the County's requirements. Respondent should focus specifically on the information requested.

The following information, **at a minimum**, shall be included in the Submittal:

A. Cover Page

A cover page that states "**REQUEST FOR QUALIFICATIONS FOR CULTURAL UMBRELLA SERVICES**." The cover page should contain Respondent's name, address, telephone number, and the name of the Respondent's contact person for the not-for-profit organization.

B. Tabbed Sections

Tab 1. Narrative Self-Analysis

The Respondent shall provide a history of the organization, organizational structure, its mission, and how it sees the mission of the contract to be awarded pursuant to this RFQ process.

Respondent shall provide a narrative self-analysis of its strengths and how each will impact the performance of the contract for services with Monroe County.

Tab 2. References

Each Respondent shall provide at least two (2) references for which the reference is in a position to recommend the organization's qualifications for the same or similar services during the past three (3) years. Each reference shall include, at a minimum:

- Name and full address of reference organization
- Name of Contact person for contract
- Telephone number(s)
- Date of initiation of contract with reference
- Brief summary comparing the referenced services to these proposed services

Tab 3. Service Capability to Monroe County

Respondent shall provide information describing how the organization is structured to serve the geographic areas of Monroe County. The geographic areas are TDC Districts that have the following makeup: District I (Key West) - shall encompass the City limits of Key West; DAC II (Lower Keys) - from the city limits of Key West to the west end of the Seven Mile Bridge; DAC III (Marathon) - from the west end of the Seven Mile Bridge to the Long Key Bridge; DAC IV (Islamorada) - between the Long Key Bridge and mile marker 90.7; DAC V (Key Largo) - from mile marker 90.7 to the Dade/Monroe County Line and any mainland portions of Monroe County.

Tab 4. Staffing

- a) Respondent shall include a list of the proposed staff positions that will provide the work required if awarded this contract. The listing shall include any staff who shall provide services as well as any committee that will be established to review, evaluate and make recommendations regarding the services, as more fully described in Section Three of the RFQ.
- b) List the total number of staff and list the number and type of minorities, using the Federal definitions, included in the staff.

Tab 5. Financial, Accounting and bookkeeping procedures

Respondent shall account for all revenues and expenses related to the provision of services under this agreement pursuant to generally accepted accounting principles.

Tab 6. Pending Litigation

The Respondent shall describe any pending litigation in which the Respondent is involved as a result of provision of any services which are described herein.

Tab 7. County response/bid forms

Respondent shall complete and execute the response/bid forms specified below and found at the designated pages in this RFQ, and shall include them in the section tabbed 11:

	Pages
Response Form	23
Non-Collusion Affidavit	24
Ethics Clause	25
Drug Free Workplace	26

Copies of all professional and occupational licenses shall be included in this section.

Tab 8. Other Information

Provide any additional information that will present evaluators with insight about the qualifications, fitness and abilities of Respondent.

1.10 MODIFICATION OF RESPONSES

- A. Written modification will be accepted from Respondents. If addressed to the entity and address indicated in the notice of calling for qualifications and received prior to response due date and time.
- B. A Respondent may modify his response by telegraphic communication at any time prior to the scheduled closing time for receipt of responses, provided such telegraphic communication is received prior to the closing time, and provided further, the COUNTY is satisfied that a written confirmation of the telegraphic modification over the signature of the respondent was mailed prior to the closing time. The telegraphic communication should provide the addition or subtraction or other modification. If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic modification.

1.11 RESPONSIBILITY FOR RESPONSE

The Respondent is solely responsible for all costs of preparing and submitting the response, regardless of whether a contract award is made by the County.

1.12 RECEIPT AND OPENING OF RESPONSES

Responses will be received until the designated time and will be publicly opened and read aloud at the appointed time and place stated in the Notice of Calling for Qualifications. Monroe County's representative authorized to open the responses will decide when the specified time has arrived and no responses received thereafter will be considered. No responsibility will be attached to anyone for the premature opening of a response not properly addressed and identified. Respondents or their authorized agents are invited to be present.

1.13 DETERMINATION OF SUCCESSFUL RESPONDENT

The COUNTY reserves the right to reject any and all responses and to waive technical errors and irregularities as may be deemed best for the interests of the COUNTY. Responses that contain modifications, are incomplete, unbalanced, conditional, obscure, or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the instruction to Respondents, and the contract documents, may be rejected at the option of the COUNTY.

1.14 AWARD OF CONTRACT

- A. The COUNTY reserves the rights to award separate contracts for each service area and to waive any informality in any response, or to re-advertise for all or part of the work contemplated. If responses are found to be acceptable by the TDC, written notice will be given to the selected Respondent(s) of the award of the contract(s).
- B. If the award of a contract is annulled, the COUNTY may award the contract to another Respondent or the work may be re-advertised or may be performed by other qualified personnel as the COUNTY decides.
- C. A contract will be awarded to the Respondent deemed to provide the services which are in the best interest of the COUNTY.
- D. The COUNTY also reserves the right to reject the response of a Respondent who has previously failed to perform properly or to complete contracts of a similar nature on time.
- E. All responses, including the recommendations of the TDC, will be presented to the Board of County Commissioners of Monroe County, Florida, for final awarding or otherwise.

1.15 EXECUTION OF CONTRACT

The Respondent to whom a contract is awarded will be required to return to the County five (5) executed counterparts of the prescribed contract together with the required certificates of insurance.

1.16 INSURANCE

The Respondent shall defend, indemnify and hold harmless the County as outlined on the attached form identified as TCS1.

1.17 PREFERENCE

When reviewing responses, preference will be given to local Respondents.

SECTION TWO GENERAL TERMS AND CONDITIONS

2.01 DEFINITIONS

Wherever used in these General Conditions or in the other contract documents the terms below have the meanings indicated which are applicable to both the singular and plural thereof. The use of the terms "he," "him," "himself," or "his" shall refer to male and female persons alike and should not be construed as derogatory or discriminatory to female persons.

Addenda - Written or graphic instruments issued prior to the opening of responses which clarify, correct, or change the responding documents or the contract documents.

Responding Documents - The advertisement or invitation calling for qualifications, instructions, and forms contained in this Request for Qualifications (Response Form, Non-Collusion Affidavit, Lobbying and Conflict of Interest Clause, Drug Free Workplace) and the proposed contract documents (including all addenda issued prior to receipt of responses).

Contract Documents - The response documents, agreement, addenda (which pertain to the contract documents), the Respondent's proposal or response (including documentation accompanying the response and any post-response documentation submitted prior to the notice of award) when attached as an exhibit to the agreement, these General Conditions, together with all amendments, modifications, and supplements.

Contract Price - Successful responder will be considered an Advisory Committee to make recommendations on the expenditure of TDC generic Cultural Umbrella allocations and as such shall receive no remuneration for such activities.

Contract Time - The Contract shall be in force and binding on the County and the Respondent for a period of three (3) years with an option extend for additional two (2) year period from the effective date of the agreement.

Respondent - The person, firm, or corporation with whom the County has entered into the agreement.

Effective Date of the Agreement - The date indicated in the agreement on which it becomes effective, but if no such date is indicated it means the date on which the agreement is signed and delivered by the last of the two parties to sign and deliver.

Laws and Regulations; Laws or Regulations - Laws, rules, regulations, ordinances, codes and/or orders.

Notice of Award - The written notice to the apparent successful responder stating that upon compliance by the apparent successful Respondent with the conditions precedent enumerated therein, within the time specified, the County will sign and deliver the agreement.

Not-for-Profit or Non-Profit - Not-for-profit means that no part of the income or profit of the entity is distributable to the entity's owner(s), members, directors or officers. An entity shall prove

its not-for-profit status with a copy of the letter of determination by the IRS of exemption from taxation under Section 503, Internal Revenue Code.

Specifications - Those portions of the contract documents consisting of written technical descriptions of materials and services required under the contract.

Written Amendment - A written amendment of the contract documents, signed by the County and the Respondent on or after the effective date of the agreement.

Failure to Execute Required Forms – Failure to execute the required forms shall result in entity being disqualified and the response will be rejected.

2.02 RESPONDENT'S RESPONSIBILITIES

2.02.1 Supervision and Personnel

The Respondent shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the contract documents.

2.02.2 Parts, Materials, and Equipment

Unless otherwise specified in the contract, the Respondent shall furnish and assume full responsibility for all services, materials, equipment, labor, transportation, machinery, tools, and all other incidentals necessary for the completion of the work.

2.02.3 Records

The Respondent shall record maintenance activities in a maintenance log, which shall contain all pertinent information. Respondent shall be required to maintain records pertaining to the contract for five (5) years after the termination of the contract.

2.02.4 Taxes

The Respondent shall pay all sales, consumer, use, and other similar taxes required to be paid by the Respondent in accordance with the laws and regulations of the place of the project which are applicable during the performance of the work.

2.02.5 Compliance with Laws

The Respondent shall comply with all applicable laws and regulations of federal, state and local governments.

SECTION THREE

SPECIFICATIONS, SPECIFIC CONDITIONS RE: CULTURAL UMBRELLA

- A. RESPONDENT shall be a not-for-profit organization that will plan and administer with respect to cultural related activities, on behalf of Monroe County Tourist Development Council, the following:
- a) Respondent shall administer TDC policies and procedures which will distribute on an equitable district-wide percentage basis those monies recommended for all TDC qualified Cultural events. Respondent will accept applications for the events on an annual basis.
 - b) Respondent shall advertise the availability of the Cultural Umbrella program through which event coordinators may apply for promotional funding. The advertisement shall be placed at a minimum, in a newspaper of general circulation, in each of the three primary areas of the County, to wit: Lower Keys, Middle Keys and Upper Keys. The advertisement shall notify of the availability of funding, the restriction of such funding to promotional expenditures and any other information which Respondent deems necessary to conduct the Cultural Umbrella program. Respondent may place the advertisements and be reimbursed pursuant to paragraph 3 or may request TDC to place the advertisements and direct pay the newspapers.
 - c) Respondent shall conduct at least three (3) workshops each year, one per area of the Florida Keys (Lower Keys, Middle Keys, Upper Keys), within two weeks after the release of the request for application, to explain the application process to all potential applicants.
 - d) All meetings related to the administration of the Cultural Umbrella shall be open to the public and properly noticed, in conformity with the same rules as required for all governmental meetings under F.S. 286.011.
 - e) The TDC administrative office shall receive a copy of the agenda of any Cultural Umbrella meetings/workshops at least seven (7) days prior to said meeting/workshop.
 - f) Respondent shall recommend funding for events in each district proportionate to the total revenues generated by each district. If funding available under this plan to any district is not allocated for specific events, the monies remaining shall be allocated to the county-wide Cultural Umbrella advertising campaign.
 - g) Respondent shall provide written or verbal updates on Cultural Umbrella event funding and media placement to District Advisory Committees.
 - h) The recommendations of the Cultural Umbrella Committee shall be submitted to the TDC for consideration prior to adoption of TDC annual budget each year, but Respondent has no final authority to require TDC to adopt its recommendations. TDC will then make recommendations to the COUNTY for allocation of funds and contracts with each individual recipient.
 - i) Respondent shall make recommendations to the TDC and County of those members who shall sit on the Cultural Umbrella Recommendation Committee. There shall be five (5) members, one each representing the five TDC Districts. Recommended appointments will be approved by the TDC and COUNTY and will be referenced in an Exhibit to the Agreement.
 - j) Respondent shall not receive any administration compensation, directly or indirectly, out of the TDC Cultural Umbrella funds.

**SECTION FOUR
DRAFT CONTRACT
CULTURAL UMBRELLA AGREEMENT**

THIS AGREEMENT is entered into this ____ day of _____ 2006, by and between the **BOARD OF COUNTY COMMISSIONERS, Monroe County, Florida**, hereinafter referred to as the **COUNTY** and the _____ **(Respondent)**, a non-profit corporation hereinafter referred to as the _____ **(Respondent)**;

WITNESSETH

WHEREAS, the County wishes to enter into this agreement with the _____ **(Respondent)** so that the _____ will act as a county- wide Cultural Umbrella to make recommendations to the **MONROE COUNTY TOURIST DEVELOPMENT COUNCIL (TDC)** and **COUNTY** concerning funding for Tourism related Cultural activities.

1. **Term:** The term of this agreement is for a three year period commencing October 1, 2006 and terminating September 30, 2009. Upon the recommendation of the Tourist Development Council, the **COUNTY** may exercise an option for an additional two (2) years upon giving written notice to the _____ **(Respondent)** s no less than sixty (60) days prior to September 30, 2009. Monroe County's performance and obligation to pay under this agreement, is contingent upon an annual appropriation by the **COUNTY**.

2. **Scope of Services:** The _____ **(Respondent)** will provide the following services:

- a) Respondent shall administer TDC policies and procedures which will distribute on an equitable district-wide percentage basis those monies recommended for all TDC qualified Cultural events. Respondent will accept applications for the events on an annual basis.
- b) Respondent shall advertise the availability of the Cultural Umbrella program through which event coordinators may apply for promotional funding. The advertisement shall be placed at a minimum, in a newspaper of general circulation, in each of the three primary areas of the County, to wit: Lower Keys, Middle Keys and Upper Keys. The advertisement shall notify of the availability of funding, the restriction of such funding to promotional expenditures and any other information which Respondent deems necessary to conduct the Cultural Umbrella program. Respondent may place the advertisements and be reimbursed pursuant to paragraph 3 or may request TDC to place the advertisements and direct pay the newspapers.
- c) Respondent shall conduct at least three (3) workshops each year, one per area of the Florida Keys (Lower Keys, Middle Keys, Upper Keys), within two weeks after the release of the request for application, to explain the application process to all potential applicants.
- d) All meetings related to the administration of the Cultural Umbrella shall be open to the public and properly noticed, in conformity with the same rules as required for all governmental meetings under F.S. 286.011.
- e) The TDC administrative office shall receive a copy of the agenda of any Cultural Umbrella meetings/workshops at least seven (7) days prior to said meeting/workshop.
- f) Respondent shall recommend funding for events in each district proportionate to the total revenues generated by each district. If funding available under this plan to any

district is not allocated for specific events, the monies remaining shall be allocated to the county-wide Cultural Umbrella advertising campaign.

- g) The recommendations of the Cultural Umbrella Committee shall be submitted to the TDC for consideration prior to adoption of TDC annual budget each year, but Respondent has no final authority to require TDC to adopt its recommendations. TDC will then make recommendations to the COUNTY for allocation of funds and contracts with each individual recipient.
- h) Respondent shall make recommendations to the TDC and County of those members who shall sit on the Cultural Umbrella Recommendation Committee. There shall be five (5) members, one each representing the five TDC Districts. Recommended appointments will be approved by the TDC and COUNTY and will be referenced in an Exhibit to the Agreement.
- i) Respondent shall provide in writing, or verbal updates on the Cultural Umbrella funding and event related activities to be included in the scheduled Monroe County Tourist Development Council District Advisory Committees meeting packets.
- j) Respondent shall not receive any administration compensation, directly or indirectly, out of the TDC Cultural Umbrella funds.

3. Funding:

- a. The COUNTY shall allocate from tourist development tax funds, an amount not to exceed _____ dollars (\$_____) for the agreement year ending September 30, 2007. For each of the remaining years, under the agreement, County shall allocate from tourist development tax funds such amounts as are established within the TDC budget approved by the County prior to each fiscal year. The budget for period ending September 30, 2007 is attached hereto as Exhibit B and incorporated herein. Monroe COUNTY and TDC will fund through its Advertising and Public Relations agencies of record costs of promotion and advertising of cultural events; (1) directly to vendors upon receipt of properly approved invoices or (2) reimburse the event coordinator upon receipt of properly approved paid invoices and evidence of payment, subject to availability of funds.
- b. No salary, bonus or other compensation will be paid directly or indirectly, out of the Cultural Umbrella funds and no Cultural Umbrella funds shall be used in the computation of any salary, bonus or other compensation to any person.
- c. Administrative costs, including but not limited to salaries, transportation costs, and mailing were previously paid by the predecessor contractor and therefore pursuant to BOCC Resolution No. 316-2001, shall be borne entirely by the _____ (Respondent).
- d. There shall be no action by _____ (Respondent) which has the effect of reducing in anyway the amount of TDC and _____ (Respondent) money used for advertising, promotion or any programs of either entity.

4. Termination: The agreement can be terminated by either party with or without cause with 120 days prior written notice.

5. Accounting: Records of the _____ (Respondent) pertaining to this agreement shall be kept on generally recognized accounting principals, acceptable to Monroe County, and shall be available to the COUNTY or to an authorized representative for audit.

6. Modification: Additions to, modification to or deletions from the provisions set forth in this agreement shall be effective only in writing and approved by COUNTY.

7. Indemnification and Hold Harmless: The (Respondent) agrees to indemnify and hold Monroe County and the Monroe County Tourist Development Council harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the agreement. It agrees to pay all claims and losses, including related court costs and reasonable attorneys fees, and shall defend all suits filed due to the negligent acts, errors or omissions of the (Respondent) employees and/or agents.
8. Taxes: The COUNTY and TDC are exempt from Federal Excise and State Florida Sales Tax.
9. Finance Charges: The COUNTY and TDC will not be responsible for any finance charges.
10. Relation of COUNTY/TDC: It is the intent of the parties hereto that the (Respondent) shall be legally considered as an independent contractor and that neither it nor its employees or agents shall, under any circumstance, be considered servants or agents of the COUNTY and TDC shall at no time be legally responsible for any negligence on the part of said successful responder, its employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.
11. Disclosure: The (Respondent) shall be required to list any or all potential conflicts of interest, as defined by Florida Statute 112 and Monroe County Ethics Ordinance. The (Respondent) shall disclose all actual or proposed conflicts of interest, financial or otherwise, direct or indirect, involving any client's interest which may conflict with the interests of the COUNTY and TDC.
12. Assignment: the (Respondent) shall not assign, transfer, convey, sublet or otherwise dispose of this agreement, or of any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the COUNTY and TDC.
13. Compliance With Laws – Non Discrimination: Respondent shall comply with all international, federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, age, or national origin in the performance of work under this agreement. This agreement shall be subject to all international, federal, state, and local laws and ordinances.
14. Force Majeure: The (Respondent) shall not be liable for delay in performance or failure to perform, in whole or in part, the services due to the occurrence of any contingency beyond its control or the control of any of its subcontractors or suppliers, including labor dispute, strike, labor shortage, war or act of war whether an actual declaration thereof if made or not, insurrection, sabotage, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, accident, fire, explosion, storm, flood, drought, or other act of God, act of any governmental authority, jurisdictional action, or insufficient supply of fuel, electricity, or materials or supplies, or technical failure where the (Respondent) has exercised reasonable care in the prevention thereof, and any such delay or failure shall not constitute a breach of this agreement.
15. Governing Law/Venue: This agreement shall be governed and construed by and in accordance with the laws of the State of Florida and constitutes the entire agreement between the COUNTY and TDC and (Respondent). Venue of any court action filed relative to this agreement shall lie in Monroe County, Florida.
16. Antisolicitation: The (Respondent) warrants that no person has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee and that no member of the Monroe County government or the TDC has any interest, financially or otherwise in the (Respondent) or its subcontractors.

17. Severability: If any provision of the agreement shall be held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement, or the application of such provision other than those as to which it is invalid or unenforceable, shall not be affected thereby; and each provision of the agreement shall be valid and enforceable to the fullest extent permitted by law.

18. Notice: Any notice required or permitted under this agreement shall be in writing and hand-delivered or mailed, postage prepaid by certified mail, return receipt requested, to the other party as follows:

For COUNTY:

Monroe County Administrator
5100 College Road
Key West, FL 33040

For TDC:

Director, Tourist Development Council
1201 White Street, Suite 102
Key West, FL 33040

For Respondent:

TDC shall give notice to (Respondent) of any meetings at which there is an agenda item pertaining to Cultural Umbrella.

19. Ethics Clause: The Florida Council of the Arts warrants that it has not employed, retained or otherwise had act on its behalf, any former COUNTY office or employee in violation of Section 2 or Ordinance No. 10-1990 or any COUNTY officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the COUNTY may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present COUNTY officer or employee.

20. Public Entity Crime Statement: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response/bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses/bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

(SEAL)

Attest:

(Respondent)

By _____

(SEAL)

Attest: DANNY L. KOLHAGE, Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____

Mayor/Chairman

By _____
Deputy Clerk

EXHIBIT A

RECOMMENDATION COMMITTEE

The Recommendation Committee of the _____ Cultural Umbrella is comprised of five (5) members, with one member representing each of the five TDC Districts throughout the Monroe County. The members shall be appointed by the _____ and confirmed by the TDC and COUNTY.

As of the commencement of the agreement effective October 1, 2006, the members shall be:

District I	<u>To Be Announced</u>
District II	<u>To Be Announced</u>
District III	<u>To Be Announced</u>
District IV	<u>To Be Announced</u>
District V	<u>To Be Announced</u>

The term of a Recommendation Committee member shall be for one (1) year terminating September 30th of each year of the agreement. New appointees, re-appointees and replacement members shall be confirmed by the _____, TDC and COUNTY.

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a response/bid on a contract to provide any goods or services to a public entity, may not submit a response/bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit response/bids on leases of real property to public entity, may not be awarded or perform work as a Respondent, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

SECTION FIVE
INSURANCE REQUIREMENTS MONROE COUNTY, FLORIDA

**RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION MANUAL**

**Indemnification and Hold Harmless
for
Other Contractors and Subcontractors**

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Contractor or its Subcontractors in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Contractor is for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

**SECTION SIX
RESPONSE/BID FORMS**

RESPONSE FORM

RESPONSE TO: MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
c/o PURCHASING DEPARTMENT
GATO BUILDING, ROOM 1-213
1100 SIMONTON STREET
KEY WEST, FLORIDA 33040

I acknowledge receipt of Addenda No(s) _____

I have included:

the Qualifications _____

Ethics Clause _____

the Non-Collusion Affidavit _____

Drug Free Workplace Form _____

In addition, I have included a current copy of the following professional and occupational licenses:

(Check mark items above, as a reminder that they are included.)

Mailing Address: _____ Telephone: _____

_____ Fax: _____

_____ Date: _____

Signed: _____

Witness: _____

(Seal)

(Name)

(Title)

NON-COLLUSION AFFIDAVIT

I, _____ of the city of _____ according to law on my oath, and under penalty of perjury, depose and say that:

1. I am _____
of the firm of _____

the responder making the Proposal for the project described in the Notice for Calling for qualifications for:

_____ and that I executed the said proposal with full authority to do so:

2. the prices in this response/bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other responder or with any competitor;
3. unless otherwise required by law, the prices which have been quoted in this response/bid have not been knowingly disclosed by the responder and will not knowingly be disclosed by the responder prior to response/bid opening, directly or indirectly, to any other responder or to any competitor; and
4. no attempt has been made or will be made by the responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;
5. the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

(Signature of Responder)

(Date)

STATE OF: _____

COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this _____ day of _____ 20____.

NOTARY PUBLIC

My Commission Expires: _____

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

_____(Responder)_____ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

_____(Responder)_____
_____(Signature)_____

_____(Date)_____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,
_____who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires: _____

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under response/bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under response/bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Responder's Signature

Date

REQUEST FOR QUALIFICATIONS CHECKLIST

Please ensure that all items have been checked before submitting request for qualification. Submit this checklist as the last page of your response.

☐

Cover Page

Tabbed Sections:

☐

Tab 1. Narrative Self-Analysis

☐

Tab 2. References

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Tab 3. Service Capability to Monroe County

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Tab 4. Staffing

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Tab 5. Financial, Accounting and Bookkeeping Procedures

☐

Tab 6. Pending Litigation

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Tab 7. County Response Forms

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Tab 8. Other Information